

### **PLAN OF OPERATION**

Licensee:

**Target Corporation dba Target Store T3349** 

Premises:

555 West Webster Avenue

Chicago, IL 60614

**Application Type:** 

Package Goods (1474)

**Account Number:** 

15538

Site:

32

Pursuant to the City of Chicago Municipal Code Section 4-60-040 (h), the City of Chicago Department of Business Affairs and Consumer Protection (BACP) and the above-named Licensee have agreed to the issuance of an Package Goods liquor license, under the following conditions:

1. Licensee acknowledges that the property is subject to the terms of the Amended and Restated Agreement Regarding Webster Square (Former Lincoln Park Hospital) by and between Geneva Webster L.L.C., Lincoln Central Association and Walpole Point Owners Association.

## 2. Hours of Operation:

- a) The Store shall be open daily from 7:00am to 10:00pm.
- b) The hours for liquor sales shall be Monday thru Saturday: 7:00am 10:00pm and Sunday: 11:00am 10:00pm.
- c) The licensee will place a hard stop on all registers during the period of time that liquor sales are prohibited.
- d) In the event the Licensee desires to change its hours of operations, it shall discuss the changes with the local community Alderman prior to implementing such changes, but no changes shall be made during the first 12 months of operation.



- 3. Licensee agrees that there shall be no sale of fortified wines, high-gravity malt liquors, and malt beverage products in 40 ounce containers, nor "mini" bottles or "single shot" bottles. Licensee shall not sell the following liquor and non-liquor items:
  - a) Licensee agrees not to sell any single serve units of beer or ale with a capacity of more than 24 ounces, with the exception of high-end craft beer.
  - b) Fortified Wines: Including, but not limited to, Wild Irish Rose, Night Train, Italian Swiss, Gallo, Taylor Port and White port, MD20/20, Cisco, Cool Breeze, Thunderbird, Sunset Grain Alcohol, Seagram's Spritzer and other such products;
  - c) Special Brews: All high-gravity malt liquors, including, but not limited to, St. Ives, Steel Reserve 211, Colt 45, Sparks, Juose, Schlitz, Axe Head, Camo Black, Cobra, or KoKoloko and malt beverage products in so-called "single serve" 40 ounce containers.
  - d) Other products: individual tobacco wrapping papers, loose or individual cigarettes, and any product sold in containers made to resemble alcoholic beverage containers.
- 4. Licensee agrees that the amount of floor area dedicated to carry liquor products is limited to one aisle (32' in length), with product displayed on both sides of the aisle, and one end cap.
- 5. Licensee will be staffed with dedicated assets protection team members. Each team member will receive sufficient training that covers topics such as but not limited to, Investigative Tactics, Incident Response and Documentation, Physical Security Standards and Prevention. Also, Target will have additional Field Leadership support as needed to resolve incidents as quickly as possible.
- 6. Licensee shall require any person seeking to purchase alcoholic beverage products to produce a valid form of government-issued identification. Licensee agrees to scan Drivers' Licenses for proper age verification directly on the Point of Sale.



- 7. Licensee shall deny sale of alcohol to any person who is visibly intoxicated and must notify the local Police of all unlawful acts witnessed by or reported to, any of its employees including public intoxication, loitering or public disturbances.
- 8. Deliveries and Use of Loading Dock:
  - a) Licensee is responsible and liable for all deliveries, including third party vendors, and ensuring that regulations set forth on Planned Development Nº 84 and the Community Agreement are followed properly. Licensee shall post signs stating the Permitted Delivery Times in the Loading Dock Area.
  - b) Loading and unloading by semi-trailers utilizing the commercial loading zone along Lincoln Avenue shall be prohibited on weekdays between the hours of 7:00am 9:00am and 3:00pm 6:00pm.
  - c) All loading and unloading by semi-trailer trucks shall take place on Lincoln Avenue in a designated loading zone, as depicted on the Site/Landscape Plan. Deliveries and pickups by semi-trailer trucks on Lincoln Avenue shall be made through an entrance at the southwest corner of the Building 3, depicted as the "Aux. Loading Dock" on the Site/Landscape Plan of the Plan Development Nº84, and from no other entrance.
  - d) All loading and unloading from other trucks (all trucks except semi-trailer trucks) shall take place within an internal loading dock off Webster Avenue, depicted as the "Loading Dock" on the Site/Landscape Plan. On-street loading and unloading from Webster Avenue shall be prohibited.
  - e) In the event that vendor delivery services and/or Licensee's deliveries arrive at non-permitted delivery times, the store manager shall advise the driver of the delivery truck to vacate the store's loading area or the public right of way surrounding the property and return at permitted delivery times. At no times shall Licensee permit drivers of delivery trucks to form a queue around the Property.
  - f) Semi-trailers making deliveries to the Property shall not exceed WB-50 (50-foot wheel base) (hereinafter referred to as "WB-50 Semi-Trailers"). WB-50 Semi-Trailers and other trucks serving retail uses (excluding specifically mail carriers and courier services such as FedEx and UPS) shall not be permitted to travel east on Webster Avenue upon leaving the Property. Trucks shall not be permitted to back into or back out of the loading dock from and to Webster Avenue.



- g) Deliveries shall be scheduled such that at no time shall more than two WB-50 Semi-Trailers be present at the Property. No staging or idling of semi-trailers shall be permitted south of the loading zone on Lincoln Avenue. Double parking of semitrailers on Lincoln Avenue shall not be permitted.
- 9. Parking: Licensee will have eight (8) reserved parking spaces dedicated for employees and 25 spaces for customers in the Development's garage.

## 10. Video Surveillance System:

- a) Licensee agrees to install and maintain video surveillance cameras that record 24 hours per day, seven days per week, monitoring the interior and exterior of the building, including the loading area.
- b) Licensee agrees to install cameras of a number, type, and placement that can view and record all activity in the aisle where alcoholic beverages are displayed for sale and at all points where transactions involving alcoholic beverages will be conducted.
- c) The recording system shall identify liquor transactions with a date and time stamp at the payment location and provide images of customer entrances and exits.
- d) Cameras shall be sufficiently light sensitive and provide sufficient image resolution to produce easily discernible images.
- e) All Camera recordings shall be indexed by date and time and will be preserved on the Licensee's computer system for a minimum of 7 (seven) days after recording. Licensee shall make any recordings immediately available upon request from any law enforcement or BACP official
- f) Licensee shall post signage in a conspicuous manner and at locations deemed appropriate by the Licensee notifying the public that video surveillance cameras are in operation.
- 11. Licensee is committed to partnering with the Chicago Police Department to help build a safer community. Licensee will provide the Chicago Police Department with any exterior security footage and information they request, for use in their investigations.



- 12. On-Site Management Employee shall be responsible for monitoring loitering and noise levels around the public right of way surrounding the Property, including the loading area, during the store's hours of operations and will promptly call 911 if necessary in case of excessive loitering or potential disturbances to neighbors. Licensee shall post signage inside and outside the store informing patrons not to loiter.
- 13. On-Site Management or employee shall call 911 immediately upon an incident occurring inside or outside the premises requiring police intervention and keep a log of any possibly illegal activities taking place inside and directly outside the premises. Licensee shall produce a copy of this log to the Chicago Police or to city officials upon request.
- 14. Licensee shall immediately address any public nuisance issues which adversely impact the health, safety, and welfare of the community.
- 15. Licensee agrees to work with the local alderman, city agencies and any community groups to address any issues with the operation of the business. In the event the Liquor License Control Commissioner ("LLCC") receives a complaint, the Licensee shall cooperate fully with any investigation, including, but not limited to, submitting any records requested by the LLCC. The Licensee shall, upon request of the LLCC, produce any records the LLCC has requested within ten (10) days of such request.
- 16. Licensee shall regularly attend CAPS Beat meetings and CAPS hospitality meetings and agrees to attend meetings with the alderman, police commander, and community residents to discuss any concerns regarding the operations of the Licensee's business.

## 17. Signage:

- a) Licensee shall not install any flashing signs or video display signs.
- b) Only external illumination shall be used for exterior signs. All signs with external illumination shall be white.
- c) Licensee shall not install any signs on the windows facing Webster Ave.



- d) Licensee agrees to not install large signs on the windows. Window signs shall not collectively cover more than twenty-five percent of any single window in compliance with section 13-20-550 of the Chicago Building Code.
- e) Licensee will not install exterior awnings above the windows.
- 18. On-Site designated personnel shall be responsible for picking up trash along the public way surrounding the Property at regular intervals throughout the day. Regular monitoring shall include a full sweep along the public way daily in the morning. The garbage bin at the corner shall be monitored and emptied regularly.
- 19. Licensee will ensure adequate lighting on the exterior of the building is maintained.
- 20. Licensee agrees to work with the local Alderman and the property owner to improve and maintain the landscaping along the south side of Webster Ave.



The conditions of the Package Goods liquor license issued pursuant to this agreed plan of operation are legally binding and may be enforced by the City of Chicago enforcement authorities under MCC 4-60-040. All other conditions of the license are governed by the City of Chicago Municipal Code. Violation of the above stated conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the Licensee. Violation of the above stated conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the liquor license.

The conditions of the Package Goods liquor license issued pursuant to this plan of operation shall apply to the business address and license and to all officers, managers, partners, and direct or indirect owners of the licensed entity. The sale of the business to other persons purchasing the stock or membership units of the licensed entity does not void the conditions of the license. Any and all potential new owners of the licensed entity shall be subject to the same conditions set forth in this pan of operation.

It shall be the duty of every person conducting, engaging in, maintaining, operating, carrying on or managing the above-mentioned business entity to post this plan of operation next to the liquor license in a conspicuous place at the business address.

Licensee:

Target Corporation dba Target Store T3349

Premises:

555 West Webster Avenue

Chicago, IL 60614

By:

It's Authorized Officer

9.24 2000

Date

Shannon K. Trotter City of Chicago

Local Liquor Control Commissioner

Shannon K Tro